



Participation in the Hardest-Hit Fund Program in Georgia

Dear Servicer:

The United States Department of Treasury (Treasury) established the Hardest Hit Fund® (HHF) Program in February 2010 to provide targeted aid to families in states hit hard by the economic and housing market downturn. The Georgia Department of Community Affairs (DCA) under contract with Georgia Housing and Finance Authority's GHFA Affordable Housing, Inc. administers Georgia's HHF Program, **HomeSafe Georgia**, which launched on April 1, 2011. New programs were added in February 2014.

We would like to invite you to participate in the HomeSafe Georgia Program to help Georgia homeowners avoid foreclosure.

Successful applicants will close on a subordinate loan similar to a home equity line of credit. Following the assistance period, the no interest loan will be forgiven at a rate of 20% per year for 5 years. There is no application fee or closing cost to the homeowner.

HomeSafe Georgia will use the loan funds to provide temporary mortgage assistance under one of our three programs:

- **Mortgage Payment Assistance (MPA)** provides up to 24 monthly payments to the lender for eligible homeowners who had a qualifying unemployment/underemployment hardship that began within the last 36 months. Of the 24 months, up to 12 months plus lender fees are available for upfront reinstatement. MPA reinstatement only may be used if the unemployment/underemployment hardship is over and the homeowner's income is enough to support the mortgage payment.
- **Reinstatement Assistance** provides eligible homeowners with up to 12 monthly payments plus lender fees in a onetime payment to the lender to reinstate mortgages that became delinquent due to qualifying military, medical, and death hardships that began in the last 36 months.
- **Recast and Modification Assistance** provides up to \$30,000 to allow the lender to create an affordable payment for eligible homeowners who had a qualifying permanent reduction of income within the last 36 months. Some Reinstatement Assistance may be available if the homeowner qualifies and the assistance is required to enable the affordable payment.

Please visit our website www.HomeSafeGeorgia.com for more information.

We encourage your Company's participation in our programs. The enclosed materials provide information your company needs to participate as well as the information we need to confirm your participation. Participation includes:

- Allowing funds to flow to your company on behalf of eligible borrowers;
- Providing a point of contact within your institution for DCA staff; and
- Assisting DCA with reporting requirements.

We have enclosed the following documents to help your company sign up to participate and learn more about our program:

- Servicer Contact Form
- ACH Application for your company to receive funds from DCA on behalf of eligible borrowers
- HHF Agreement

A successful program will enable homeowners to remain in their homes and lenders to maintain their current portfolios. Please complete and return the enclosed documents to us as soon as possible so we can move forward in our efforts to help the Georgia borrowers who need assistance. Together we can make HomeSafe Georgia a success!

Thank you,

Brenda McGee

HomeSafe Georgia Director



Please provide us with a primary and secondary contact for HHF below:

Primary

Name_____ Title_____

Area of Responsibility_____

Organization_____

Address_____

Phone_____ Fax_____

Email_____

Office Hours _____

Secondary

Name_____ Title_____

Area of Responsibility _____

Organization _____

Address _____

Phone_____ Fax_____

Email _____

Office Hours_____

Please return the Servicer Enrollment package to hhf@dca.ga.gov

Hardest Hit Fund
Servicer Participation Agreement between
GHFA Affordable Housing, Inc. (Eligible Entity) and _____ (Servicer)

The undersigned hereby confirm their mutual agreement on the following principles relating to the Servicer's participation in the Eligible Entity's Hardest Hit Fund (HHF) program:

1. Each Eligible Entity is responsible for the selection/qualification of borrowers to receive HHF funding; a Servicer will not be involved in the selection but may, with pre-authorization from the Eligible Entity, refer borrowers for consideration.
2. Servicers shall establish specific points of contact for HHF cases for the Eligible Entity. This includes call center and email provisions for both the Eligible Entity and its agents (such as HUD-approved counseling agencies). The Eligible Entity will also establish points of contact for Servicers.
3. Upon notification that a borrower has been conditionally approved for HHF, the Servicer shall not initiate the foreclosure process or, if the borrower is already in the foreclosure process, conduct a foreclosure sale for 45 days, with any extensions by mutual consent of the Eligible Entity and the Servicer.
4. All communication that includes borrower's Nonpublic Personal Information between the Eligible Entity and Servicer shall be through encrypted email, secure loan port or other similar secure electronic delivery system. In accordance with HUD, privacy, telemarketing, and information security laws, regulations, and guidelines, each party to this agreement agrees that it will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the other party, including, without limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (d) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term "Nonpublic Personal Information" shall mean any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information.

5. Where possible, there will be a defined automated and secure process to submit borrowers to the Servicer for workout consideration. There will be no cost of use for Servicer to access.
6. All HHF programs and workout options will be conducted in accordance with the program descriptions and requirements detailed in the attached Standardized Program term sheet(s), which require acceptance by the Servicer and Eligible Entity. It is the Servicer's responsibility to obtain investor and mortgage insurer approval. Servicer may object to a particular transaction, in consultation with the Eligible Entity, for a limited set of reasons including fraud, bankruptcy restrictions, foreclosure status and prior history with the borrower. Servicer must provide documentation of the reason for rejection upon request by the Eligible Entity.
7. Not all borrowers that qualify for HHF will qualify for Home Affordable Modification Program ("HAMP") or other workout options; information about assisted borrower's workout status should be communicated by the Servicer to the Eligible Entity.
8. Servicer will only waive late charges or non-sufficient fund fees - all advances such as foreclosure or bankruptcy costs are payable by the borrower or investor.
9. Participation in the HHF program is voluntary and either party may terminate the agreement without cause on 30 days written notice. A Servicer may choose to participate in one HHF program but not another.
10. The Eligible Entity or its third party partners assisting in the intake function (non-profit counselors) must secure written authorization from each borrower to share information. Servicer must receive a copy of the signed authorization.
11. For unemployment assistance, program funds will only be applied towards principal, interest, taxes and insurance ("PITI"); for reinstatement programs, funds may also be applied to attorney's fees, property inspection fees, escrow shortage and/or delinquent property taxes, one year of standard homeowner's insurance if forced place insurance has been invoked, and other fees and expenses if they are deemed an advance on behalf of the homeowner by the Servicer. Servicers will not apply HHF funds to homeowner association ("HOA") payments unless HOA payments have been escrowed and are included in the borrower's monthly PITI payment.
12. Non-escrowed loans will not be required to become escrowed for unemployment assistance; borrower or Eligible Entity will be responsible for payment of non-escrowed property-related expenses (e.g. property taxes and insurance).
13. Servicer will provide Eligible Entity with loan performance data for all borrowers who receive assistance as specified in the program term sheet through secured means for up to 12 months after assistance ends.
14. Servicer is responsible for timely application of Eligible Entity funds; Servicer shall hold the borrower harmless if payments are not applied timely. Servicer agrees to provide reports to document that funds were applied.

15. The Eligible Entity is responsible for continuing eligibility of the borrower for its HHF program and any related fraud detection. Servicer will not be required to repay amounts applied to a borrower's loan if that borrower is later determined to be ineligible.
16. Servicer should notify the Eligible Entity of any ongoing action against a borrower, including fraud-related activities, and if it has evidence that the property is non-owner occupied.
17. Servicer shall notify the Eligible Entity of any changes in monthly payment amount at least 30 calendar days prior to the change.
18. Where possible, the Eligible Entity will provide at least 30 days' notice before it will cease borrower payments to allow the Servicer time to evaluate the borrower for other loss mitigation options.
19. Servicer agrees that it is not authorized or empowered to determine and/or communicate to the homeowner eligibility for HHF foreclosure prevention programs. Eligible Entity agrees that it is not authorized or empowered to determine and/or communicate to the homeowner eligibility for foreclosure prevention programs of the Servicer. Eligible Entity retains sole authority for its program eligibility determination and communication to the homeowner and Servicer. Servicer will communicate with borrowers and Eligible Entity regarding modification and other Servicer-driven approvals.

Dated this _____ day of _____ 20____.

 Print Name Title

GHFA Affordable Housing, Inc.

(Eligible Entity)

 Print Name Title

(Servicer)

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS



Directions

- Type or print the information requested in Sections 1 and 2. Then sign, date, and return the form to the Georgia Department of Community Affairs (DCA). Send any changes via email to gail.dawson@dca.ga.gov and jeannie.johnston@dca.ga.gov.
- Any account changes must be reported to DCA ten (10) days prior to actual change.
- Payee must keep DCA informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

Section 1- Entity to Receive Direct Deposit

Type of Transaction:		<input type="checkbox"/> Add	<input type="checkbox"/> Change	<input type="checkbox"/> Delete
Name of Company		County	Telephone	
Street Address		City	State	Zip
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
Federal Tax ID				

Section 2- Financial Institution Authorized to Conduct Transaction

Financial Institution		County	Telephone	
Street Address		City	State	Zip
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
Transit Routing/ ABA Number		<div style="text-align: center;">Type of Account</div> <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Checking <input type="checkbox"/> Savings</div>		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
Account Number at Above Institution				

- Whereby we authorize DCA to initiate credit entries to our account in the financial institution our account identified above.
- This authority is to remain in effect until revoked by us in writing to DCA.

If you have any questions about this form, please contact Gail Dawson at (770) 806-2075.

Signature		Title	
Type or Print Name		Date	

For DCA use only	Date Received _____	Date Entered _____	Initials _____
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